

AGREEMENT BETWEEN
CHRIS MILNER
PROTESTANT and
EXCELLO LIQUORS

CHRIS MILNER (the "PROTESTANT") having protested the pending application by EXCELLO LIQUORS (hereafter referred to as EXCELLO located at 419 13th Street NE, Washington, D.C.) for renewal of its Class A alcoholic beverage license agree this 31st day of May, 1995 as follows:

Whereas, the PROTESTANT is an individual representing more than 25 individuals residing in the immediate vicinity of EXCELLO who seeks to enhance the security and well-being of the neighborhood, its residents, commercial establishments, and merchants and seeks to accomplish these objectives by cooperative efforts;

Whereas, EXCELLO is one of several commercial establishments operating within the commercial-zoned district located on 13th Street, N.E.;

Whereas, PROTESTANT understands that EXCELLO seeks to continue the successful operation of its business in cooperation with the residents and owners of other business in the neighborhood, and shares with the PROTESTANT the objectives stated above;

Whereas, the PROTESTANT having entered into this AGREEMENT to seek a mutually beneficial resolution of certain problems and concerns shared by the PROTESTANT and EXCELLO, both acknowledging that because of the location within a diverse economic and cultural section of the city an effort by the residents and

business establishments is necessary to improve the quality of life of the residents and economic opportunity for merchants;

Whereas, given the desire and the understanding that EXCELLO wishes to work with the PROTESTANT and become a part of the community to assist in solving some of the problems present in the neighborhood, particularly those attributable to the operation of an alcoholic beverage establishment near a residential neighborhood; and

Whereas the PROTESTANT seeks to encourage the economic regrowth of the neighborhood and wishes to assist in improving the economic opportunity of those merchants willing to work with the PROTESTANT in improving the quality of life and ensuring the safety of the residents of the neighborhood.

Now, therefore, the parties agree to resolve their differences in a reasonable and prudent manner and agree to the following:

1. EXCELLO will maintain the exterior areas adjacent to the store clean and free of litter and shall once each day during the six days of the week that it is open for business pickup trash and litter on both sides of 13th Street from D Street to E.Street. EXCELLO further will inspect the public areas immediately adjacent thereto for the purpose of removing alcoholic beverage related litter, without regard to the fact that the same may not have been purchased at its store.

2. EXCELLO will operate its store on Monday through Thursday from 9:00 a.m. to 9:00 p.m., and operate on Friday and

Saturday from 9:00 a.m. to 10:00 p.m.

3. EXCELLO agrees to not sell or give away "go cups" to customers of the business and will sell cups only in wrappers containing forty (40) or more such cups.

4. EXCELLO agrees to install four (4) 500 watt spotlights outside its store which will be turned on during hours of operation.

5. EXCELLO agrees that it will not allow pay telephones to be installed outside its store.

6. EXCELLO agrees to not display signs on the front windows of its store.

7. EXCELLO agrees to work with PROTESTANT and other members of the community in an effort to prohibit sales of alcohol to minors.

8. EXCELLO will continue its practice of refusing to sell products associated with illegal drug activities, such as cigarette papers, pipes, and bongs, among other things.

9. The parties agree to maintain an open dialogue to address mutual concerns and provide remedial actions whenever necessary. If any of the parties believes in good faith that any signatory has failed to comply with any provision of this agreement, that party shall notify the other in writing of the basis for that belief, and provided that the party so notified makes a good faith effort to address such alleged non-compliance within thirty (30) days, the other party will not file any claim of an alleged breach of this agreement with the Alcoholic Control

Board.

10. EXCELLO agrees to continue its compliance with the laws, regulations and rules of the District of Columbia, and specifically those related to the sale of alcoholic beverages.

11. This agreement shall be signed in three original counterparts and the agreement will take effect immediately, upon which PROTESTANT withdraws his protest of the renewal of the Class A liquor license, and shall be binding for any renewal period through 1997, or any other period mandated by this Board.

Date: June 13 - 85
9~~th~~ 1985

By: James S. Pak
James S. Pak
Excello Liquors

FOR THE PROTESTANT

By: Chris Milner
Chris Milner

AGREEMENT

Made this 12th day of December 2001 by and between Sung S. Bang on behalf of Excello Liquors at 410 13th Street, NE (the "Applicant") and Sharon Ambrose Ward 6 Councilmember, Ronald TT Nelson, ANC Commissioner 6A-11, and Richard Sundberg 1243 Duncan Place, NE (collectively referred to herein as the "Protestants").

WITNESSETH

WHEREAS, Applicant's application for the transfer of a Retailers' Class A license at premises, 410 13th Street, NE, ABC Application #323 is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC Board), and,

WHEREAS, the premises is within the boundaries of the ANC 6A; and,

WHEREAS, the parties desire to enter into a agreement governing certain understandings regarding the issuance of a Retailers' Class A Liquor License at the subject premises; and,

WHEREAS, the ability of the District of Columbia government to provide essential public services is compromised by the failure of business' and individuals to pay their financial obligations to the government in a full and timely manner; and,

WHEREAS, the strict enforcement of health, safety, and security regulations enhances compliance with such regulations, and in turn, preserves and enhances the peace, order, and quiet of the communities within the District of Columbia; and,

WHEREAS, the applicant hereby certifies that it does not owe more than \$100 to the District of Columbia government as a result of any fine, fee, penalty interest or past due tax, or if any amounts are owed, that arrangements satisfactory to the District of Columbia have been made or being performed by the Applicant.

WHEREAS, at the time the Applicant received the transfer of the Class A license, an agreement between Chris Miller ("Protestant") and Excello Liquors signed in May 31, 1995 was part of that transaction and is hereby included in this new. agreement.

NOW, THEREFORE, the parties agree as follows:

1. In order to avoid the over concentration of beer and wine stores offering similar products in the area, Excello Liquors will:

(a) Refuse to sell single serving containers of alcoholic beverages (including any 20 oz. or more single serving of beer or a wine container under 750 ml);

(b) Refuse to sell single serving containers of malt liquor beverages; refuse to sell malt liquor beverages in packaging that consist of containers of 20 oz. or more.

2. In order to keep the peace and quiet of the surrounding neighborhood, thereby making the store appropriate for the neighborhood, Excello Liquor will:

(a) Ensure that there is daily street cleaning of the 400 block of 13th Street NE up to the alley adjacent to the store, as well as the entire length of Duncan Place, NE. Excello will place two trashcans for public use by the store door and by the street curb;

(b) Remove public pay phones and prevent any future installation of pay phones in and around store premises;

(c) Place and maintain "No Loitering" signs on the premises and request loiterers to "move on",

(d) Keep a daily log of any calls made to the Metropolitan Police Department regarding loitering or alcohol consumption on the store's premises; additionally, the Protestants shall have the right to review the log at any time during business hours;

(e) Excello Liquors shall not lease, rent, and/or provide parking space for unlicensed/licensed vehicles;

(f) Comply with all applicable laws and regulations related to its business.

3. While the 1995 agreement reflects some of the same above elements, the following 1995 points are included in this agreement

(a) Excello agrees not to sell or give away "go cups" to customers of the business and will sell cups only in packaging containing forty (40) or more such cups.

(b) Excello agrees to install four (4) 500 watts spotlights outside its store that will be turned on during hours of operation.

(c) Excello agrees not to display signs on the front windows of its store.

(d) Excello agrees to work with protestant and other members of the community in an effort to prohibit sales of alcohol to minors.

(e) Excelllo will continue its practice of refusing to sell products associated with illegal drug activities, such as cigarette papers, pipes, bongs, amongst other things.

4. In consideration of, and reliance upon, the commitments reflected in paragraphs 1 through 2, the Protestants hereby withdraw their opposition to the applicant's pending license application.

5. The parties further agree that any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the ABC Board to revoke the Retailer's Class A license for premises 410 13th Street NE, and for the Protestants to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. § 1513.5 (1997) or any regulation of similar purpose adopted by the ABC Board.

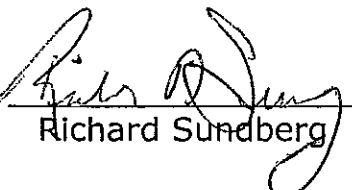
IN WITNESS WHEREOF, the parties have affixed hereto their hands and seals.

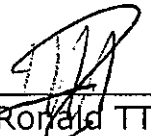
APPLICANT:

By: 
Sung S. Bang

PROTESTANTS:

By: 
Sharon Ambrose

By:  12/12/01
Richard Sundberg

By:  12/14/01
Ronald TT Nelson

Witnessed _____

AGREEMENT

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WHEREAS, the strict enforcement of health, safety, and security regulations enhances compliance with such regulations, and in turn, preserves and enhances the peace, order, and quiet of the communities within the District of Columbia; and,

WHEREAS, the applicant hereby certifies that it does not owe more than \$100 to the District of Columbia government as a result of any fine, fee, penalty interest or past due tax, or if any amounts are owed, that arrangements satisfactory to the District of Columbia have been made or being performed by the Applicant.

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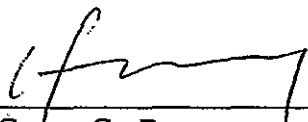
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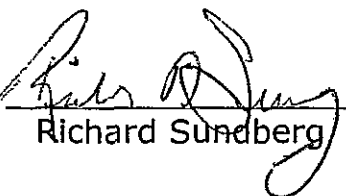
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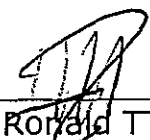
APPLICANT:

By: 
Sung S. Bang

By:  12/12/01
Richard Sundberg

PROTESTANTS:

By: 
Sharon Ambrose

By:  12/14/01
Ronald TT Nelson

Witnessed _____

BRA: BC
rec'd: 6/14/95
lsb

AGREEMENT-BETWEEN

CHRIS MILNER,

PROTESTANT and

EXCELLO LIQUORS

MAY 31, 1995

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CHRIS MILNER
PROTESTANT and
EXCELLO LIQUORS

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Board.

10. EXCELLO agrees to continue its compliance with the laws, regulations and rules of the District of Columbia, and specifically those related to the sale of alcoholic beverages.

11. This agreement shall be signed in three original counterparts and the agreement will take effect immediately, upon which PROTESTANT withdraws his protest of the renewal of the Class A liquor license, and shall be binding for any renewal period through 1997, or any other period mandated by this Board.

Date:

June 13 - 85
~~June 9 - 85~~

By:

James S. Pak
James S. Pak
Excello Liquors

FOR THE PROTESTANT

By:

Chris Milner
Chris Milner

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:

Myung Jae Kim

t/a Excello Liquors

Application for a Retailer's

License Class "A" - renewal

at premises

419 13th Street, N.E.

Washington, D.C.

Case No. 323-950390

Chris Milner, on behalf of Protestants

Eui Young Kim, Manager, on behalf of Applicant

BEFORE: MARY EVA CANDON, ESQUIRE, Chairperson

DENNIS BASS, Member

JAMES C. JEFFERSON, Member

JAMES L. O'DEA, III, ESQUIRE, Member

BARBARA L. SMITH, ESQUIRE, Member

ORDER

The application, having been protested, came before the Board for public hearing on April 5, 1995, in accordance with D.C. Code Section 25-115 (c)(5)(1992 Supp.), providing for remonstrants to be heard. Several timely protest letters were filed, and Chris Milner was designated as the representative for the protestants.

The official records of the Board reflect that the parties have now reached an Agreement which has been reduced to writing, and has been properly executed and filed with the Board.^{1/} Pursuant to the Agreement, the Protestant has agreed to withdraw the protest provided, however, that the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

^{1/} See Agreement dated May 31, 1995.


Myung Jai Kim
t/a Excello Liquors
Page two

Accordingly, it is this 16th day of August, 1995, hereby ORDERED that:

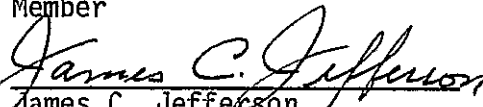
1. The protest of Chris Milner be, and the same hereby, is WITHDRAWN;
2. The above-referenced Agreement between the parties be, and the same hereby, is INCORPORATED as part of this Order;
3. The application of Myung Jai Kim t/a Excello Liquors for a retailer's license class A at premises 419 13th Street, N.E., be, and the same hereby, is GRANTED; and,
4. Copies of this Order shall be sent to the Protestant and the Applicant.


DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD


Mary Eva Candon, Esquire
Chairman


Dennis Bass

Member


James C. Jefferson,
Member


James L. O'Dea, III, Esquire
Member


Barbara L. Smith, Esquire
Member